

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS           §  
                                     §  
COUNTY OF TARRANT   §

KNOW ALL MEN BY THESE PRESENTS:

**OIL AND GAS LEASE**  
**(No Surface Use)**

THIS OIL AND GAS LEASE (No Surface Use) is made and effective this 21st day of May 2008 (the "**Effective Date**"), by and between the undersigned parties listed on attached Schedule I, whose addresses are listed on attached Schedule I hereto (hereinafter "**Lessor**"), and **XTO Energy Inc.**, a Delaware corporation, whose address is 810 Houston Street, Fort Worth, Texas 76107 (hereinafter "**Lessee**").

1.    **GRANTING CLAUSE.**   Lessor, in consideration of good and valuable consideration in hand paid by Lessee, the receipt of which is hereby acknowledged, and in consideration of the royalties herein provided, and the covenants, agreements and obligations of Lessee herein contained, and upon and subject to the conditions and with the limitations hereinafter set forth, hereby leases and lets exclusively unto Lessee, for the purpose of exploring for, developing and producing oil, gas, and other liquid and gaseous hydrocarbons produced through a well bore ("**oil and gas**"), from all those certain lands situated in Tarrant County, Texas, described on the Schedule I attached hereto (herein the "**Leased Premises**"). This Lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the Land, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. If any additional acreage is included in this Lease pursuant to the foregoing sentence, then bonus shall be calculated and paid as to said additional acreage on the same terms as it is calculated and paid for the land specifically described above. This lease does not grant to Lessee any right to explore for or produce any mineral or other substance except for oil and gas.

2.    **PRIMARY TERM.**   This lease shall remain in force and effect for a term of two (2) years from the Effective Date set out above (hereinafter called "**Primary Term**"), and as long thereafter as there is production in paying quantities from the Leased Premises or from lands properly pooled therewith or this lease is otherwise maintained in effect under its other provisions. If at the end of the Primary Term, or at any time thereafter, this lease is not otherwise being maintained in force and effect but Lessee is then engaged in actual drilling or reworking operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted in good faith with no interruption of more than ninety (90) consecutive days, and if any such operations result in the production of oil or gas, as long thereafter as there is production of oil or gas in paying quantities from the Leased Premises or lands pooled therewith. Actual drilling operations shall

be deemed to have commenced when a drilling rig and machinery capable of drilling to a depth sufficient to test a prospective oil or gas horizon for such well have been erected on the well location which may be located outside of the pooled unit

3. EXTENSION OF PRIMARY TERM. The Primary Term of this lease may be extended for one (1) additional year by Lessee by making a payment to Lessor of \$15,000.00 per net mineral acre covered by this lease, on or before the end of the Primary Term.

4. ROYALTY. As royalty, Lessee covenants and agrees to pay to Lessor:

(a) 26% of all oil and other liquid hydrocarbons produced and saved from the Leased Premises, to be delivered at Lessor's option at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities on the Leased Premises, or, at Lessor's option, 26% of the value thereof, all free of all costs and expenses. All oil and liquid hydrocarbons shall be measured in tanks of Lessee or by accurate liquid meters approved by Lessor.

(b) 26% of the value at the point of sale to the first purchaser, which is not an affiliate of Lessee, and not at the well, of all gas (including casinghead gas) and all other substances (excluding oil) covered hereby, free of all costs and expenses. For purposes hereof, "value" is defined as the price actually received by Lessee for the sale of gas and all other substances produced and saved hereunder, provided the same is sold under an arms-length and competitively negotiated contract for the sale of such product. Lessor's gas royalty shall include Lessor's 26% of the value realized by Lessee at the tailgate of the processing plant from all condensate, distillate and natural gasoline and all other liquefiable hydrocarbons extracted by or for Lessee from gas produced from the Leased Premises, by any method. Lessor shall also be entitled to its 26% royalty share of any take-or-pay or similar payments received in connection with any gas contract modification or termination. Lessee shall pay royalty on all gas produced from the Leased Premises, and Lessee shall have no right to free use of gas produced from the Leased Premises for any purpose, including any operations under this lease.

(c) Lessee agrees that it will not enter into any contract for the sale, delivery, transporting or processing of gas or products produced from the Leased Premises which shall extend more than two (2) years from the effective date of such contract unless such contract has adequate provisions for redetermination of price at intervals of no less frequency than one (1) year to ensure that production from this lease is not being sold for less than the then current market value of such gas.

(d) Notwithstanding anything herein to the contrary, the royalties accruing under this lease shall be determined and delivered to Lessor free of any deduction for any costs of development, production, compression, processing, treating, gathering, transportation, delivery, marketing, or any part of the costs of construction, operation, or depreciation of any plant or other facilities or equipment used in the handling of oil, or gas, or any other post-production costs of any nature, excepting however: (i) taxes of any character applicable to Lessor's share of production that are paid by Lessee; and (ii) Lessor's proportionate part of transportation costs incurred in an arm's length transaction charged by a third-party not affiliated with Lessee, whether such charges are passed through an affiliate or not. It is the intent of the parties that the foregoing provisions of this subparagraph 4(d) are to be fully enforceable and

effective and are not to be construed as "surplusage" under the principles set forth in *Heritage Resources v. NationsBank*, 939 S.W.2d 118 (1997).

(e) After the expiration of the primary term, if there is on lands pooled with the Leased Premises a well capable of producing gas in paying quantities but gas is not being marketed therefrom for a period of ninety (90) consecutive days and this lease is not then being maintained by other production or operations, then this lease shall terminate unless on or before the end of such ninety (90) day period, Lessee tenders or pays as shut-in royalty hereunder the sum of One Hundred Dollars (\$100.00) per acre to Lessor, which payment shall maintain this lease in full force and effect for a period of one (1) year from the date such well is shut-in, and it will be considered that gas is being produced hereunder in paying quantities. Lessee may exercise its right to make shut-in royalty payments as provided for herein from time to time; however, this lease may be maintained by such shut-in payments only if Lessee is exercising reasonable diligence in attempting to market and sell gas producible hereunder. At the option of Lessee, which may be exercised by Lessee giving written notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such the well is shut-in shall be when the drilling operations are completed. Notwithstanding anything herein to the contrary, this lease shall not be maintained by shut-in royalty payments for any period longer than three (3) cumulative years.

(f) Unless there is a reasonable title dispute or question as to title, the initial royalty payments shall be due within one hundred twenty (120) days after the end of the month in which first sales were made. All subsequent royalty payments shall be due within thirty (30) days after the end of the month for oil and sixty (60) days for gas in which the production is sold. Should Lessee fail to pay such royalty within such time, then Lessee shall pay to Lessor interest on said accrued royalties at the average prime interest rate charged by the two largest banks in Tarrant County, Texas, plus two percent (2%), from the due date until the date of payment, or the highest amount provided by law, whichever is the lesser. The rights of Lessor under this paragraph shall be in addition to, and not in lieu of, all rights Lessor may have as to payment of royalty under V.T.C.A. Natural Resources Code §§ 91.401 through 91.405.

(g) The term "affiliate of Lessee", as used herein, means and includes any individual, firm, corporation, partnership, limited liability company, association, joint stock company, pension fund, trust or trustee thereof, estate or executor thereof, unincorporated organization or joint venture, or any other legally recognizable entity that (a) directly or indirectly owns, controls or holds with power to vote 10% or more of the outstanding voting securities of Lessee, (b) 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by Lessee, or (c) directly or indirectly controls, is controlled by or is under common control with Lessee. In the event gas, oil or byproducts thereof shall be sold to an affiliate of Lessee, Lessor's royalty shall be the greater of (i) the net proceeds realized by Lessee or (ii) the value of such as determined through the use of market value index prices for the month of production as set forth in Published Indices. For purposes of this lease, "Published Indices" must be industry recognized published price references, unaffiliated with Lessee, which reflect the market value for oil, gas, or byproducts produced in Tarrant County, Texas. In the event Published Indices are unavailable for gas produced in Tarrant County, Texas, Published Indices for the Houston Ship Channel shall be used, with an appropriate deduction for the cost of transmission of the gas through common

carrier transmission lines from the field to the Houston Ship Channel, regardless of where Lessee actually sells the gas. The Published Indices relied upon to determine the value of Lessor' oil, gas or byproducts may be changed from time to time in order to always reflect the true market value of the oil, gas or byproducts produced from the Leased Premises.

(h) To secure Lessee's payment of royalties and compliance with the other terms and provisions of this lease, Lessor hereby retains, and Lessee hereby grants to Lessor, a security interest in 26% of all (as extracted collateral): (i) oil and gas produced, saved and extracted from the Leased Premises, under and pursuant to this lease, and (ii) all accounts arising out of the sale of such oil and gas and all proceeds thereof (the "**Collateral**"). The security interest created hereby shall continue with respect to oil and gas produced, saved and extracted from the Leased Premises notwithstanding the sale or other disposition thereof until Lessor, as secured party, receives indefeasible payment of the royalties due with respect thereto under the terms and provisions of this lease. In addition to any other remedies provided in this lease, Lessor, as a secured party, may in the event of Lessee's default hereunder, including any failure to pay when due royalties in the amount required hereby, (i) proceed under the Texas Uniform Commercial Code (the "**Texas UCC**") as to the Collateral, in any manner permitted by the Texas UCC and (ii) shall have available to it the remedy of sequestration available to secured parties, and to the extent permitted by law, the remedies of replevin, attachment and garnishment to assist Lessor in realizing upon its rights. This lease, or a memorandum thereof, shall, upon its recordation, be effective as a financing statement under the Texas UCC, and shall serve as an authenticated record under Texas Business and Commerce Code Section 9.203. The addresses of Lessor, as Secured Party, and Lessee, as Debtor, and information concerning Lessee's organizational type, state of organization and organization number are as set forth at the beginning of this lease. To assure continued perfection of the security interest created hereby, (i) Lessee agrees not to change its name or jurisdiction of organization without giving Lessor prior written notice and (ii) Lessee authorizes Lessor to file in any appropriate office a financing statement identifying Lessee as debtor and covering the Collateral and continuation statements with respect to this lease or any separate financing statement.

(i) The receipt by Lessee from a purchaser or pipeline company of proceeds of production for distribution to Lessor will not result in Lessee, or Lessee's operator, acquiring legal or equitable title to those proceeds, but Lessee, or Lessee's operator, will at all times hold the proceeds for the benefit of Lessor. Notwithstanding the insolvency, bankruptcy, or other business failure of a purchaser of production from the Leased Premises or pipeline company transporting production from the Leased Premises, Lessee will remain liable for payment to Lessor for, and agrees to pay Lessor all royalties due Lessor together with interest if not timely paid.

5. PROPORTIONATE REDUCTION. It is agreed that if this lease covers a less interest in the oil and gas in all or any part of said land than the entire and undivided fee simple estate, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein covered by this lease, bears to the whole and undivided fee simple estate therein.

6. PAYING QUANTITIES. For purposes hereof, "paying quantities" is defined as revenue from the sale of production from a well sufficient to return a profit, after deduction of

royalties, overriding royalties and production taxes, over and above all direct and indirect operating costs for any consecutive twelve (12) month period, without regard as to whether a reasonably prudent operator would continue to operate such well or wells.

7. **POOLING.** Lessee shall pool all, and not a portion of the Leased Premises with other adjoining land, lease, or leases, into one (1) pooled unit for a horizontal well (or wells) containing no more than six hundred and forty (640) acres, plus 10% tolerance (the "**Pooled Unit**"). Lessee shall execute an instrument identifying the Pooled Unit and file it for record in the public office in which this lease is recorded and provide a copy thereof to Lessor. Any unit formed may be amended or revised by Lessee by the addition of other leases and/or the expansion or contraction or both, before or after commencement of production, provided such revised unit complies with the provisions of this Lease. However, no part of the land covered by this Lease may be removed from an existing unit without the prior written consent of Lessor. If operations are being conducted for drilling on or production of oil or gas from any part of the Pooled Unit, such operations or production shall be considered as operations for drilling on or production of oil and gas from the Leased Premises. For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and gas from any pooled unit, there shall be allocated to Leased Premises (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas produced from the Pooled Unit which the number of surface acres of the Leased Premises included in the Pooled Unit bears to the total number of surface acres included in the Pooled Unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the Pooled Unit (or to each separate tract within the unit) that pro rata portion of all of the oil and gas, or either of them, produced from the Pooled Unit which the number of surface acres covered by this lease (or in such separate tract) and included in the Pooled Unit bears to the total number of acres in the Pooled Unit. Pooling hereunder shall not constitute a cross-conveyance of interests. In the event this lease, or any part thereof, covers separate tracts, no communitization of royalty interests as between any such tracts is intended or shall result from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right and authority to pool or unitize the Leased Premises as provided in the pooling or other such provisions contained in this lease. As used in this paragraph, the term "separate tract" means any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the Leased Premises. At any time while this lease is in force, Lessee may not dissolve the Pooled Unit established hereunder without Lessor's prior written consent.

8. **ASSIGNMENT.** No change in ownership shall be binding on either party hereto until thirty (30) days after the other party has been furnished the original or certified or duly authenticated copies of the documents evidencing such change of ownership. All assignments and subleases of Lessee's rights hereunder must require the assignee or sublessee to assume all of Lessee's obligations under this lease

9. **NO SURFACE USE.** Notwithstanding anything herein to the contrary, Lessee and its contractors and agents shall have no right to enter upon, conduct any drilling or other surface operations of any nature, or place any facilities or structures of any kind on, over or across, any portion of the surface of the Leased Premises (including, but not limited to, exploration activities of any nature, seismic activities, the laying of pipelines, surveying, the building of roads, tanks, power stations, telephone lines, flow lines,

electric power lines, tank batteries, or treaters). Provided however, Lessee shall have the limited right to enter the Leased Premises with a subsurface horizontal or directional wellbore from a surface drill site on other lands in an effort to explore for and develop oil and gas under the Leased Premises, provided that such operations do not interfere with the surface of the Leased Premises or the subsurface support of any improvements constructed on the Leased Premises.

10. **INDEMNITY.** Lessee, its successors and assigns agree to release, indemnify, pay all costs to defend as incurred on a reasonable basis, and hold harmless Lessor and its owners, officers, partners, contractors, tenants, members, managers, guests, invitees, and any of their assigns, successors, agents and employees (collectively, the "**Indemnified Parties**"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury, disability and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "**Claims**"), **INCLUDING CLAIMS ARISING FROM THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, OMISSION OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES, INCLUDING STRICT LIABILITY CLAIMS**, excluding the gross negligence or willful misconduct of the Indemnified Parties, which may grow out of, arise from, or in any manner be connected with the activities of Lessee and Lessee's agents, invitees, guests, contractors, servants and employees, whether negligent or not, on the Leased Premises, or any adjacent property. For purposes of this lease, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Toxic Substances Control Act (TSCA), the Hazardous Materials Transportation Act (49 USC §5101 et seq.), the Texas Health and Safety Code, the Texas Water Code (TWC), the Texas Natural Resources Code, and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes. Lessee's obligations in this paragraph shall survive the termination of this lease.

11. **ENVIRONMENTAL LIABILITY.** As used in this lease, the term "Hazardous Materials or Oil and Gas Waste" means (i) any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced in paragraph 10 of this lease, and (ii) substances defined as oil and gas waste under any applicable federal or state environmental law or regulation, including those promulgated under Section 91.1011 of the Texas Natural Resources Code. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). Lessee agrees (1) to remove from the Leased Premises and any adjacent property, if, as and when required by any action or law, any Hazardous Materials or Oil and Gas Waste placed or released thereon by Lessee (including its drillers and other contractors), (2) to perform Remedial Work where the need therefore arises directly resulting from Lessee's (including its drillers' and other contractors') operations or activities on the Leased Premises and any adjacent

property, and (3) to comply in all respects with all laws governing operations by Lessee (including its drillers and other contractors) and Remedial Work on or associated with the Leased Premises and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Lessee under the supervision of an engineer selected by Lessee, and approved in writing by Lessor. All costs and expenses of Remedial Work resulting from Lessee's (including its drillers' and other contractors') operations shall be paid by Lessee, including, without limitation, the charges of such contractors and/or the consulting engineer and the Lessor's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Lessee shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, the Lessor may (but shall not be required to), after first giving Lessee fifteen (15) days notice of its failure and Lessee's continued failure to perform, cause such Remedial Work to be performed and Lessee will reimburse all reasonable costs of same on demand. The provisions of this paragraph shall not constitute approval or obligate the Lessor to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the Leased Premises or adjacent property for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Lessee will notify Lessor of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials or Oil and Gas Waste on the Leased Premises or any adjoining property and provide Lessor with copies of (1) any notice of any actual or threatened release of Hazardous Materials or Oil and Gas Waste given by Lessee pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Lessee, its successors and assigns, in accordance with the provisions of paragraph 10, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials or Oil and Gas Waste in connection with the operations of Lessee and Lessee's agents, invitees, guests, contractors, servants and employees on the Leased Premises or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by Lessor or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the Lessor. The Lessee's obligations in this paragraph shall survive the termination of this lease.

12. INSURANCE. Lessee, at its own expense, shall maintain a general liability insurance policy (covering both bodily injury, property damage, cleanup, surface remediation, blowout and loss of well coverage and covering Lessee's indemnity obligations under this lease) in an amount of at least \$5,000,000 combined single limit. Lessee shall also, at its own expense, carry worker's compensation insurance as required by law.

13. FORCE MAJEURE. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon, from producing oil or gas therefrom, by reason of fire, storm, flood, war, riot, strike or by act of God, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended for a period not to exceed two (2) consecutive years, and Lessee shall not be liable in damages for failure to comply therewith, and this lease shall be extended for a reasonable period of time beyond the end of the actual Force Majeure, in order for Lessee to prepare for and

to proceed with conducting the desired operations on or from producing oil or gas from the leased premises. In order for Lessee to claim the benefit of this paragraph, Lessee must advise Lessor in writing within thirty (30) days of the date Lessee claims any obligation is suspended, setting forth in reasonable detail such facts as Lessee relies upon to make the provisions of this paragraph applicable and Lessee must make every reasonable attempt to cure any force majeure event on an ongoing basis during such period of force majeure.

14. NOTICES.

(a) To Lessee. All notices to Lessee from Lessor shall be sent to the following address:

**XTO Energy Inc.**  
810 Houston Street  
Fort Worth, Texas 76102  
Attn: Win Ryan  
(817) 885-2336 (office)

Lessor shall be notified in writing of any change of address, or of the party to receive notice on behalf of Lessee.

(b) To Lessor. Lessor shall be notified at the address shown on Schedule I attached hereto. Lessor shall notify Lessee of any change of the address set forth below.

15. OPERATOR'S STANDARD. In addition to any duties implied by law or equity, Lessee agrees to drill all wells which may be drilled on the Leased Premises in a good and workmanlike manner; at all times to operate such wells and all appurtenances in connection therewith in an efficient and workmanlike manner and in accordance with good industry practices. Lessee also agrees to conform to all laws and regulations of the State of Texas regarding the drilling or operation of said well or wells or the operation and development of said lease, and to the rules and regulations of said regulatory body or bodies, if any, governing the location, drilling, operations, abandonment and/or plugging of wells and of the control of water, gas or oil. Nothing in this lease negates the usual implied covenants imposed upon Lessee.

16. NO WARRANTY. Notwithstanding anything herein to the contrary, this lease is made by Lessor without any warranties or representations of title, ownership or control of the Leased Premises, either express or implied, and without recourse against Lessor. All warranties that might arise by common law or by statute, including but not limited to Section 5.023 of the Texas Property Code (or its successor) are excluded. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the leased premises. Lessee assumes all risks of title failures. In the event the Leased Premises are encumbered by any mortgage or lien, Lessee shall have the sole obligation to obtain any subordination of mortgage or lien, if any, at Lessee's sole expense, in a form acceptable to Lessor. Lessor shall reasonably cooperate in such efforts. Lessee at its option may pay and discharge any taxes, mortgages, or other liens existing, levied or assessed on or against the leased premises, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and



royalties accruing hereunder toward satisfying same.

17. NOISE. Noise levels associated with Lessee's operations on any drillsite utilized for the development of the Pooled Unit shall comply with the City of Fort Worth Drilling Ordinance, as amended.

18. NO COMPRESSORS. Lessee, its affiliates, contractors and gas purchasers, shall not locate compressors for the compression of gas within two thousand feet (2,000') of the Leased Premises.

19. DUST, VIBRATION AND ODORS. Lessee's operations on any drillsite or other facility utilized for the development of the Pooled Unit shall comply with the City of Fort Worth Drilling Ordinance, as amended.

20. LIGHTS. Lessee shall direct lights on any drillsite or other facility utilized for the development of the Pooled Unit away from the Leased Premises.

21. TOP LEASING. Top leasing of this lease is expressly permitted, and there shall be no limitation or prohibition on top leases.

22. SUCCESSORS AND ASSIGNS. All terms, provisions and obligations of this lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, legal representatives, administrators, permitted successors and assigns.

23. ATTORNEYS' FEES. In the event either party is required to employ legal counsel for the enforcement of any provision of this Lease (or to defend allegations of breach thereof) and prevails, the prevailing party will be entitled to recover from the other party reasonable attorney's fees, court costs, and related expenses incurred by Lessor.

24. DIVISION ORDERS. It is agreed that neither this lease nor any terms or provisions hereof shall be altered, amended, extended or ratified by any division order or transfer order executed by Lessor, its successors, agents, or assigns. If Lessee shall require the execution of a division order for payment of royalty payable under this lease, then the only form of division order permitted for Lessee's use shall be such form promulgated by the State of Texas and set forth in Section 91.402(d), of the Texas Natural Resources Code as amended from time to time. Transfer orders, if required, shall be solely for the purpose of confirming the interest transferred by Lessor. In the event of production, all division orders prepared by Lessee and its assigns shall eliminate all references to ratification of Lessee's acts and ratification of gas or oil purchase contracts. If such statements are contained therein, such ratifications are void and of no effect. Any amendment, alteration, extension or ratification of this lease, or of any term or provision of this lease, shall be made only by an instrument clearly denominating its purpose and effect, describing the specific terms or provisions affected and the proposed change or modification hereof, and executed by the party against whom any such amendment, alteration, extension or ratification is sought to be enforced, and any purported amendment, alteration, extension or ratification not so drafted shall be of no force or effect.

25. PARTIAL TERMINATION. Notwithstanding anything in this lease to the contrary, two (2) years after the expiration of the Primary Term, this lease shall terminate as to all of the Leased Premises save and except the depths from the surface down to one hundred feet (100') below: (i) the deepest depth drilled in any well drilled on the Leased Premises or lands pooled therewith; or (ii) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on the Leased Premises or lands pooled therewith, whichever is deepest.

26. ENCUMBRANCES. This lease is subject to all licenses, permits, easements, rights of way, surface leases, restrictive covenants, and other contracts of Lessor, or their predecessors in interest, affecting the Leased Premises.

27. COUNTERPARTS. This lease may be executed in multiple counterparts, all of which shall be deemed to constitute one instrument.

28. WAIVER. No waiver of any of the provisions of this lease shall be deemed or constitute a waiver of any other provision of this lease, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Lessor to enforce any provision of this lease shall not be deemed nor shall constitute a waiver of the right of Lessor to enforce such provision.

29. LAW AND VENUE. The rights and duties of the parties under this lease shall be governed by the laws of the State of Texas. Venue for any action to enforce Lessee's obligations hereunder shall lie in Tarrant County, Texas.

30. HEADINGS. The paragraph headings in this lease are for convenience only, and shall not be considered in interpretation or construction of any provision of this lease.

31. DRILL COMMITMENT. In the event that at least one (1) well is drilled and completed within the Pooled Unit as a producing well before the expiration of the Primary Term or the continuous operations period, whichever expires later (the "**First Pooled Unit Well**"), Lessee hereby agrees that it will drill and complete at least four (4) additional horizontal wells within the Barnett Shale formation and within the Pooled Unit (the "**Four Additional Pooled Unit Wells**") prior to two (2) years from the end of the Primary Term of the Lease (the "**Initial Development Date**"). If any of the Four Additional Pooled Unit Wells are not drilled and completed before the Initial Development Date, Lessee shall immediately pay Lessor, as liquidated damages, the sum of \$833.00 per net mineral acre covered by this Lease for each of the Four Additional Pooled Unit Wells not drilled and completed by the Initial Development Date. Lessee and Lessor agree that Lessor's damages in the event of Lessee's breach of such obligation are difficult or impossible to ascertain, and that otherwise obtaining an adequate remedy is inconvenient, and the liquidated damage formula provided for above is a reasonable approximation of the harm or loss for such breach. It is also understood and agreed that payment of the liquidated damages provided for above shall be personal to the owners of the Leased Premises, and the payments provided for in this letter agreement shall be in addition to, and not in lieu of, any payments due and owing under the Lease.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the date stated herein.

**LESSOR:**

See Attached Schedule I

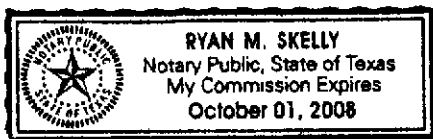
**LESSEE:**

**XTO ENERGY INC.**

By: Edwin S. Ryan, Jr.  
Edwin S. Ryan, Jr.  
Senior Vice President—Land Administration  
(ems)

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 12<sup>th</sup> day of May, 2008, by Edwin S. Ryan, Jr., Senior Vice President – Land Administration of **XTO Energy Inc.**, a Delaware corporation, on behalf of the corporation.



[Signature]  
Notary Public, State of Texas

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM ROBERT C. H. CHU, A SINGLE PERSON, AS  
LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.7000 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.7000 acres of land, more or less, and being a part of Blk 11 Lot 6 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated January 28, 2004 and recorded at Instrument  
#D204047728 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-11-6.

Signed for Identification:

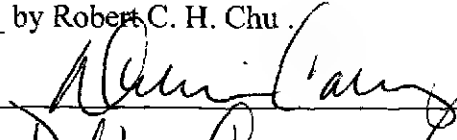
X   
Robert C. H. Chu, a single person

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 12 day of  
August, 2008 by Robert C. H. Chu.

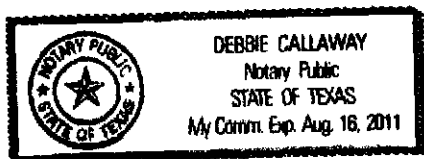
Signature

Printed

  
Debbie Callaway

Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM JERRY CONATSER AND CHERYL CONATSER,  
HUSBAND AND WIFE, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

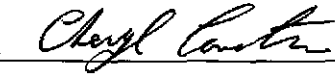
BEING 0.4388 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.4388 acres of land, more or less, and being a part of Blk 23 Lot 17 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated July 05, 2002 and recorded at Instrument  
#D202192654 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-23-17.


Signed for Identification:

X   
Jerry Conatser

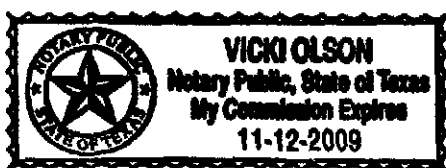
X   
Cheryl Conatser

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28<sup>th</sup> day of  
July, 2008 by Jerry Conatser and Cheryl Conatser.

Signature   
Printed Vicki Olson Notary Public

My commission expires: 11/12/09  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM T.G. GATES REALTY, LTD., AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4892 acres of land, more or less, and being described in ONE TRACT as follows:

Being 0.4892 acres of land, more or less, and being a part of Blk 29 Lot 6 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated October 03, 2002 and recorded at Instrument #D202325972 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-29-6.

Signed for Identification:

Lessor: T.G. Gates Realty, LTD.

BY: X [Signature]

Title: Managers of General Partner LLC

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 8 day of August, 2008, by Thomas G. Gates & Jan S. Gates as Managers, of General Partner LLC - T.G. Gates Family Holdings LLC, on behalf of said T.G. Gates Realty Ltd.

Signature [Signature]

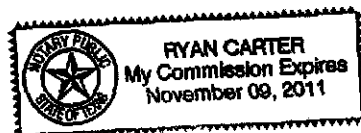
Printed

Ryan Carter

Notary Public

My commission expires:

Seal:



**SCHEDULE I**

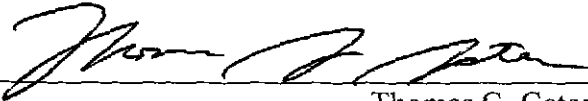
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM THOMAS G. GATES AND WIFE, JAN S. GATES, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4390 acres, of land more or less, and being described in ONE TRACT as follows:

Being 0.4390 acres of land, more or less, and being a part of Blk 34 Lot 19 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated October 30, 2007 and recorded at Instrument #D207387330 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-34-19.

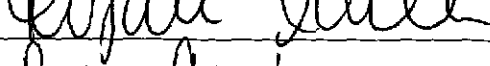
Signed for Identification:

X   
Thomas G. Gates

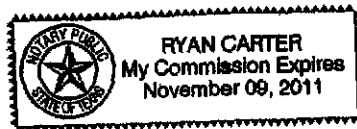
X   
Jan S. Gates

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 8 day of August, 20 08 by Thomas G. Gates and Jan S. Gates.

Signature   
Printed Ryan Carter Notary Public

My commission expires: 11/9/2011  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM CAROL E. MILLER, AS LESSOR, TO XTO ENERGY  
INC., AS LESSEE.

BEING 0.3930 acres of land, more or less, and being described in ONE TRACT(S) as  
follows:

Being 0.3930 acres of land, more or less, and being a part of Blk 16 Lot 4 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated February 20, 2007 and recorded at Instrument  
#D207069955 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-16-4.

Signed for Identification:

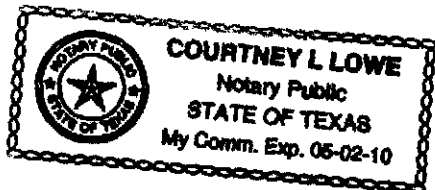
x Carol E. Miller  
Carol E. Miller

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 11 day of  
August, 2008 by Carol E. Miller.

Signature Courtney Lowe  
Printed Courtney Lowe  
Notary Public

My commission expires: 05/02/2010  
Seal:





**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM SAMUEL MARK LANEY AND WIFE, MARY MARGARET LANEY, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.2567 acres of land, more or less, and being described in ONE TRACT(S) as follows:

Being 0.2567 acres of land, more or less, and being a part of Blk 13 Lot 6 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated November 30, 1995 and recorded at Instrument #D195219777 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-13-6.

Signed for Identification:

X Samuel Mark Laney  
Samuel Mark Laney

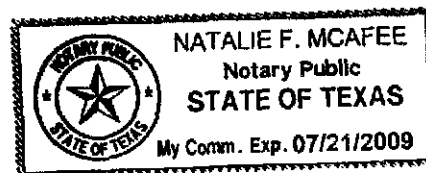
X Mary Margaret Laney  
Mary Margaret Laney

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 11 day of August, 2008 by Samuel Mark Laney and Mary Margaret Laney.

Signature Natalie F. McAfee  
Printed Natalie F. McAfee Notary Public

My commission expires: 7-21-09  
Seal:



**SCHEDULE I**

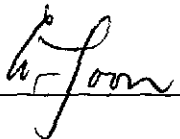
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM GARY POON AND WIFE, CHUI-FUN POON, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

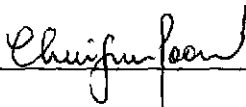
BEING 0.3630 acres of land, more or less, and being described in ONE TRACT(S) as follows:

Being 0.3630 acres of land, more or less, and being a part of Blk 18 Lot 4 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated October 31, 1997 and recorded at Instrument #D197206251 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-18-4.

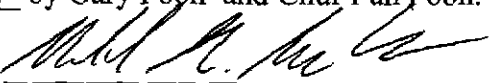
Signed for Identification:

X  Gary Poon

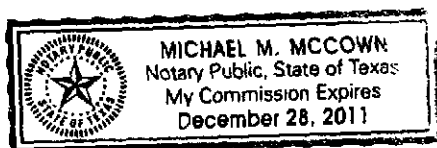
X  Chui-Fun Poon

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 11 day of August, 2008 by Gary Poon and Chui-Fun Poon.

Signature   
Printed Michael M. McCown Notary Public

My commission expires: 12/28/2011  
Seal:



**SCHEDULE I**


ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM RAY RICHIE-GILLESPIE AND MAYME RICHIE-GILLESPIE, INDIVIDUALLY AND AS TRUSTEES OF THE RICHIE-GILLESPIE FAMILY LIVING TRUST, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.


BEING 0.3541 acres of land, more or less, and being described in ONE TRACT as follows:

Being 0.3541 acres of land, more or less, and being a part of Blk 15 Lot 1 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated December 12, 2002 and recorded at Instrument #D2003006368 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-15-1.

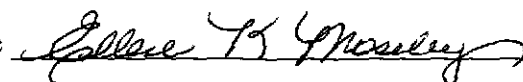
Signed for Identification:

X   
Ray Richie-Gillespie, individually  
and as Trustee of the Richie-  
Gillespie Family Living Trust

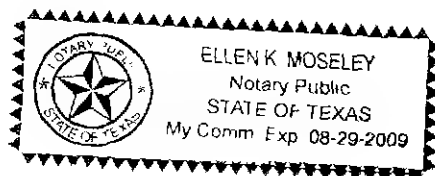
X   
Mayme Richie-Gillespie, individually  
and as Trustee of the Richie-Gillespie  
Family Living Trust

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 25 day of July, 2008 by Ray Richie-Gillespie, individually and as Trustee of the Richie-Gillespie Family Living Trust and Mayme Richie-Gillespie, individually and as Trustee of the Richie-Gillespie Family Living Trust.

Signature   
Printed Ellen K Moseley Notary Public

My commission expires: 8-29-09  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM THEODORE W. CROFFORD, AS LESSOR, TO XTO  
ENERGY INC., AS LESSEE.

BEING 0.4002 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.4002 acres of land, more or less, and being a part of Blk 34 Lot 21 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated October 09, 2000 and recorded at Instrument  
#D200236152 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-34-21.

Signed for Identification:

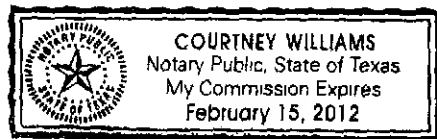
x Theodore W. Crofford  
Theodore W. Crofford

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 5<sup>th</sup> day of  
June, 2008 by Theodore W. Crofford.

Signature Courtney Williams  
Printed Courtney Williams Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

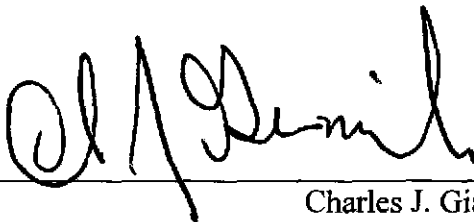
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM CHARLES J. GIAMMALVA AND WIFE, MELODY GIAMMALVA, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4400 acres of land, more or less, and being described in ONE TRACT(S) as follows:

Being 0.4400 acres of land, more or less, and being a part of Blk 18 Lot 14 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated July 13, 1994 and recorded at Instrument #D194163245 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-18-14.


Signed for Identification:

X   
Charles J. Giammalva

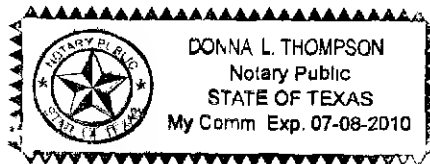
X   
Melody Giammalva

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 31 day of July, 2008 by Charles J. Giammalva and Melody Giammalva.

Signature   
Printed Donna L Thompson Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM JAMES O. PRUNTY AND SPOUSE, DIANE PRUNTY  
AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.2099 acres of land, more or less, and being described in ONE TRACTS as  
follows:

Being 0.2099 acres of land, more or less, and being a part of Blk 24 Lot 3 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated October 20, 2003 and recorded at Instrument  
#D203398814 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-24-3.

Signed for Identification:

X James O. Prunty  
James O. Prunty

X Diane Prunty  
Diane Prunty

STATE OF MINNESOTA }  
COUNTY OF HENNEPIN }

This instrument was acknowledged before me on the 29<sup>th</sup> day of  
July, 2008 by James O. Prunty and Diane Prunty.

Signature

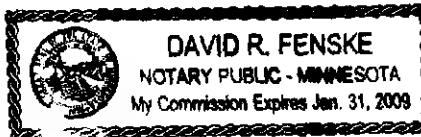
[Signature]

Printed

David R. Fenske

Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

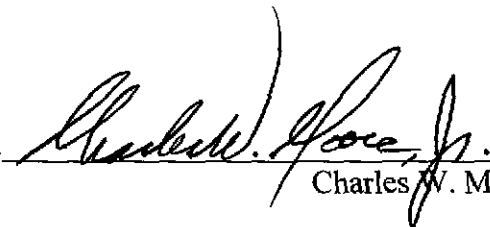
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM CHARLES W. MOORE, JR. AND WIFE, LYDIA C.  
MOORE, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

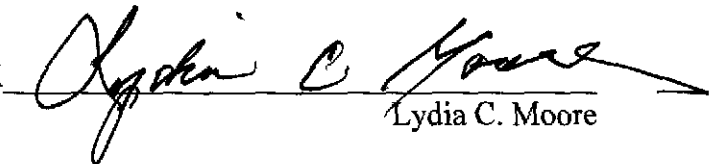
BEING 0.4877 acres of land, more or less, and being described in ONE TRACT(S) as  
follows:

Being 0.4877 acres of land, more or less, and being a part of Blk 22 Lot 9 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated October 15, 2004 and recorded at Instrument  
#D204331738 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-22-9.

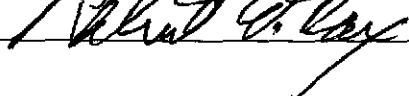
Signed for Identification:

X   
Charles W. Moore, Jr.

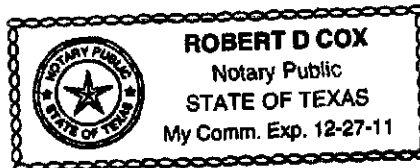
X   
Lydia C. Moore

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 31 day of  
July, 2008 by Charles W. Moore, Jr. and Lydia C. Moore.

Signature  Notary Public  
Printed \_\_\_\_\_

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM JAMES MICHAEL ROACH, SR., AS LESSOR, TO  
XTO ENERGY INC., AS LESSEE.

BEING 0.4312 acres of land, more or less, and being described in ONE TRACT(S) as  
follows:

Being 0.4312 acres of land, more or less, and being a part of Blk 34 Lot 8 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated October 01, 1998 and recorded at Instrument  
#D199018911 of the Public Records of Tarrant County, Texas.

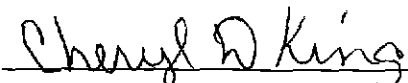
The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-34-8.

Signed for Identification:

X   
James Michael Roach, Sr.

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28th day of  
July, 2008 by James Michael Roach, Sr. .

Signature  Notary Public  
Printed Cheryl D. King

My commission expires:  
Seal:





**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM GREG BAILLIO, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3822 acres of land, more or less, and being described in ONE TRACT(S) as follows:

Being 0.3822 acres of land, more or less, and being a part of Blk 3 Lot 1 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated June 17, 2008 and recorded at Instrument #~~D205222664~~ <sup>23</sup> of the Public Records of Tarrant County, Texas.  
D208239157

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-3-1.

Signed for Identification:

x Greg Baillio  
Greg Baillio

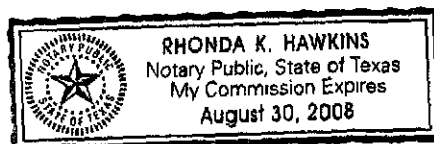
x Susan Baillio  
Susan Baillio

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28th day of July, 2008 by Greg Baillio and Susan Baillio.

Signature Rhonda K Hawkins  
Printed Rhonda K Hawkins Notary Public

My commission expires: 08.30.08  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM CAROL K. OSTEEN , AS LESSOR, TO XTO  
ENERGY INC., AS LESSEE.

BEING 0.1480 acres of land, more or less, and being described in ONE TRACT(S) as  
follows:

Being 0.1480 acres of land, more or less, and being a part of Blk 24 Lot 5 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated November 09, 1999 and recorded at Instrument  
#D199301665 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-24-5.

Signed for Identification:

X. Carol K. Osteen  
Carol K. Osteen

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 24<sup>th</sup> day of  
July, 2008 by Carol K. Osteen .

Signature Christina Flake  
Printed Christina Flake Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM WILLIAM L. LADWIG AND KIMBERLY K.  
LADWIG, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 1.8510 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 1.8510 acres of land, more or less, and being a part of Blk 30 Lot 2R of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated June 02, 2006 and recorded at Instrument  
#D206172521 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-30-2R.

Signed for Identification:

X William Ladwig  
William Ladwig

X Kimberly K. Ladwig  
Kimberly K. Ladwig

STATE OF Texas }  
COUNTY OF Johnson }

This instrument was acknowledged before me on the 29th day of  
July, 2008 by William L. Ladwig and Kimberly K. Ladwig.

Signature Shirley Darlene King Notary Public  
Printed SHIRLEY DARLENE KING

My commission expires:  
Seal:



**SCHEDULE I**


ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM MARK T. JENNINGS AND WIFE, PATRICIA JENNINGS, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

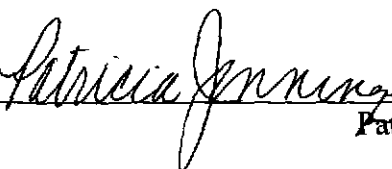
BEING 0.4465 acres of land, more or less, and being described in ONE TRACT(S) as follows:

Being 0.4465 acres of land, more or less, and being a part of Blk 19 Lot 2 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated June 23, 2000 and recorded at Instrument #D200139036 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-19-2.

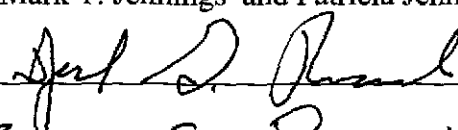
Signed for Identification:

X   
Mark T. Jennings

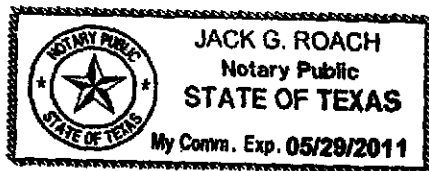
X   
Patricia Jennings

STATE OF Tx }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 25 day of July, 2008 by Mark T. Jennings and Patricia Jennings.

Signature  Notary Public  
Printed Jack G Roach

My commission expires:  
Seal:



**SCHEDULE I**

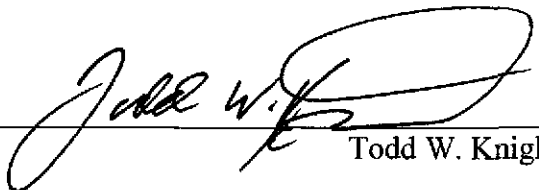
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM TODD W. KNIGHT AND JACQUELINE KNIGHT,  
AS LESSOR, TO XTO ENERGY INC., AS LESSEE.


BEING 0.5610 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.5610 acres of land, more or less, and being a part of Blk 12 Lot 32 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated July 26, 2005 and recorded at Instrument  
#D205219704 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-12-32.

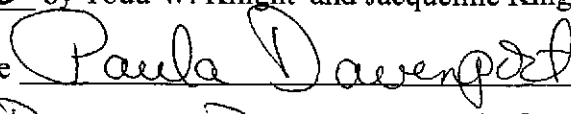
Signed for Identification:

X  Todd W. Knight

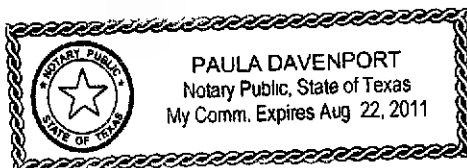
X  Jacqueline Knight

STATE OF TEXAS }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 24 day of  
August, 2008 by Todd W. Knight and Jacqueline Knight.

Signature  Notary Public  
Printed PAULA DAVENPORT

My commission expires: 8/22/2011  
Seal:



## **SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM CHRISTOPHER PARKER AND SHANNON  
PARKER, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 2.9149 acres, of land more or less, and being described in FOUR TRACTS as follows:

Being 0.3894 acres of land, more or less, and being a part of Blk 15 Lot 13 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated January 04, 2008 and recorded at Instrument #D208010522 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-15-13.

Being 0.9312 acres of land, more or less, and being a part of Blk 37 Lot 19 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated May 02, 2007 and recorded at Instrument #D207155653 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-37-19.

Being 0.7443 acres of land, more or less, and being a part of Blk 37 Lot 20 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated June 04, 2002 and recorded at Deed Book 15758 and Deed Page 402 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-37-20.

Being 0.8500 acres of land, more or less, and being a part of Blk 37 Lot 34 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated May 31, 2002 and recorded at Instrument #D202168425 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-37-34.

Signed for Identification:

X Ch  
Christopher Parker

X Shannon Parker  
Shannon Parker

**ACKNOWLEDGMENT**

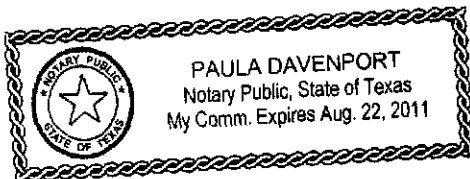
STATE OF Texas County of Tarrant

This instrument was acknowledged before me on the 24 day of  
July, 2008 by Christopher Parker and Shannon Parker

Signature Paula Davenport  
Notary Public

Printed PAULA DAVENPORT  
My commission expires: 8/22/2011

Seal:



SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM H. MARETT COBB AND WIFE, SUSAN O. COBB, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4492 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4492 acres of land, more or less, and being a part of Blk 34 Lot 11 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated June 27, 2007 and recorded at Instrument #D207225489 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-34-11.

Signed for Identification:

x *H. Marett Cobb*  
H. Marett Cobb

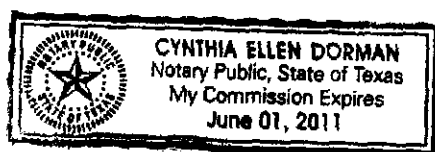
x *Susan O. Cobb*  
Susan O. Cobb

STATE OF TEXAS }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 5 day of June, 2008 by H. Marett Cobb and Susan O. Cobb.

Signature *Cynthia Ellen Dorman*  
Printed CYNTHIA ELLEN DORMAN Notary Public

My commission expires: 6/01/2011  
Seal:





**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM BOB BURCKLE, AS LESSOR, TO XTO ENERGY  
INC., AS LESSEE.

BEING 0.4173 acres of land, more or less, and being described in ONE TRACT(S) as  
follows:

Being 0.4173 acres of land, more or less, and being a part of Blk 34 Lot 12 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated January 29, 2008 and recorded at Instrument  
#D208046188 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-34-12.

Signed for Identification:

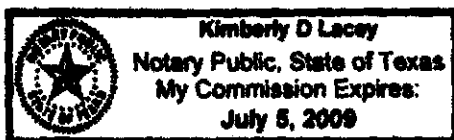
X Robert A. Burckle *RB*  
Bob Burckle

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 24<sup>th</sup> day of  
July, 2008 by Bob Burckle, aka ROBERT A. BURCKLE *RB*

Signature Kimberly D Lacey Notary Public  
Printed Kimberly D. Lacey

My commission expires: July 5, 2009  
Seal:



SCHEDULE I

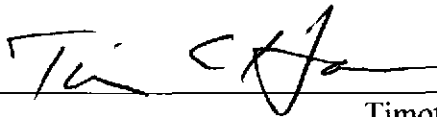
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM TIMOTHY HARRIS AND WIFE, JACQUELIN HARRIS, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

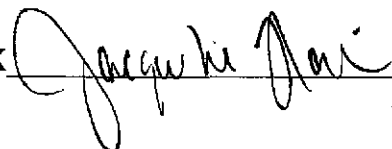
BEING 1.0470 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 1.0470 acres of land, more or less, and being a part of Blk 37 Lot 30R2 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated October 21, 2005 and recorded at Instrument #D205350717 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-37-30R2.

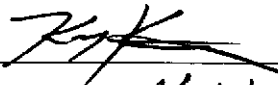
Signed for Identification:

X   
Timothy Harris

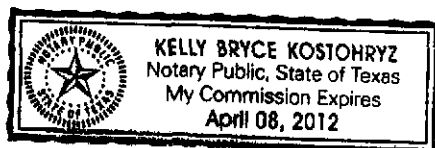
X   
Jacquelin Harris

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28th day of May, 2008 by Timothy Harris and Jacquelin Harris.

Signature  Notary Public  
Printed Kelly Kostohryz

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM POSEY RANCH, LLC, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.9057 acres of land, more or less, and being described in ONE TRACT(S) as follows:

Being 0.9057 acres of land, more or less, and being a part of Blk 8 Lot 1 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated February 14, 2007 and recorded at Instrument #D207057642 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-8-1.

Signed for Identification:

Lessor: Posey Ranch, LLC

BY: X

H. Wayne Posey

Title:

Manager

STATE OF Texas }

COUNTY OF Tarrant }

This instrument was acknowledged before me on the 1 day of August, 2008, by H. Wayne Posey as Mgr., of Posey Ranch LLC, on behalf of said

Signature

Sarah L Cloutier

Printed

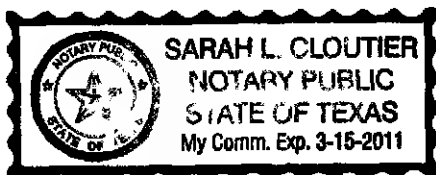
SARAH L Cloutier

Notary Public

My commission expires:

Seal:

3/15/2011



**SCHEDULE I**


ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM SCOTT TANKERSLY AND WIFE, GINA  
TANKERSLY, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

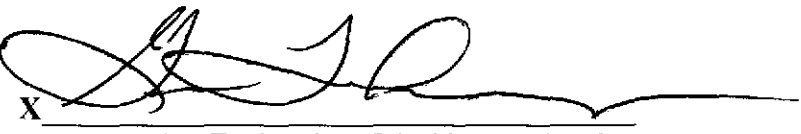
BEING 0.4400 acres of land, more or less, and being described in TRACT(S) as follows:

Being 0.4400 acres of land, more or less, and being a part of Blk 22 Lot 30 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated November 22, 1996 and recorded at Instrument #D196232438 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-22-30.

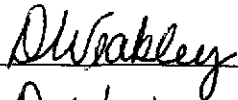
Signed for Identification:

X   
Scott Tankersly, a/k/a Scott Tankersley

X   
Gina Tankersly, a/k/a Gina Tankersley

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 4 day of August, 2008 by Scott Tankersly, a/k/a Scott Tankersley and Gina Tankersly, a/k/a Gina Tankersley.

Signature  Notary Public  
Printed D. Weakley

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM WAYNE D. KNIGHTON AND WIFE, MARY  
KNIGHTON, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.5320 acres of land, more or less, and being described in ONE TRACT(S) as  
follows:

Being 0.5320 acres of land, more or less, and being a part of Blk 28 Lot 26 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated July 25, 2005 and recorded at Instrument  
#D205225545 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-28-26.

Signed for Identification:

x Wayne D. Knighton  
Wayne D. Knighton

x Mary Knighton  
Mary Knighton

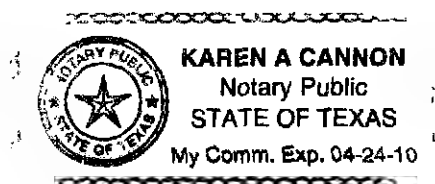
STATE OF Texas }

COUNTY OF Tarrant }

This instrument was acknowledged before me on the 25<sup>th</sup> day of  
July, 2008 by Wayne D. Knighton and Mary Knighton.

Signature Karen A Cannon  
Printed Karen A. Cannon Notary Public

My commission expires: 4-24-10  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM GARY T. FRANKENFIELD AND WIFE, SHARON FRANKENFIELD, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3448 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.3448 acres of land, more or less, and being a part of Blk 31 Lot 2 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated August 25, 2005 and recorded at Instrument #D205252019 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-31-2.

Signed for Identification:

x Gary T. Frankenfield  
Gary T. Frankenfield

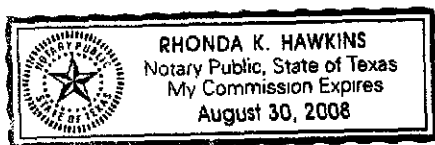
x Sharon Frankenfield  
Sharon Frankenfield

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 16<sup>th</sup> day of June, 2008 by Gary T. Frankenfield and Sharon Frankenfield.

Signature Rhonda K Hawkins  
Printed Rhonda K Hawkins Notary Public

My commission expires: 08-30-08  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM JANET L. GOFF NKA JANET L. JACKSON AND HUSBAND, ROGER M. JACKSON, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.7760 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.7760 acres of land, more or less, and being a part of Blk 9 Lot 15R1 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated December 03, 2002 and recorded at Instrument #D202371321 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-9-15R1.

Signed for Identification:

X Janet L. Jackson  
Janet L. Goff NKA Janet L. Jackson  
X Roger M. Jackson  
Roger M. Jackson

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 8 day of August, 2008 by Janet L. Goff NKA Janet L. Jackson and husband Roger M. Jackson.

Signature

Ryan Carter

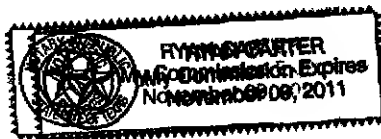
Printed

Ryan Carter

Notary Public

My commission expires:

Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM MARK L. WALKER AND REBECCA RUTH  
BIRDWELL WALKER, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3920 acres of land, more or less, and being described in ONE TRACT(S) as  
follows:

Being 0.3920 acres of land, more or less, and being a part of Blk 15 Lot 16 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated January 23, 1997 and recorded at Instrument  
#D197018331 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-15-16.

Signed for Identification:

x Mark L. Walker  
Mark L. Walker

x Rebecca Ruth Birdwell Walker  
Rebecca Ruth Birdwell Walker

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 7th day of  
August, 2008 by Mark L. Walker and Rebecca Ruth Birdwell Walker.

Signature Lea Crow  
Printed Lea Crow Notary Public

My commission expires: 8/7/2011  
Seal:





**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM PAUL A. JOHNSON AND SHIRLEY JOHNSON, INDIVIDUALLY AND AS TRUSTEE THE SHIRLEY JOHNSON QUALIFIED PERSONAL RESIDENCE TRUST, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.6682 acres of land, more or less, and being described in ONE TRACT(S) as follows:

Being 0.6682 acres of land, more or less, and being a part of Blk 5, Lot 1 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated December 3, 1998 and recorded at Instrument #D198288439 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-5-1.

Signed for Identification:

X Paul A. Johnson  
Paul A. Johnson, Individually and as  
Trustee of the Shirley Johnson Qualified  
Personal Residence Trust

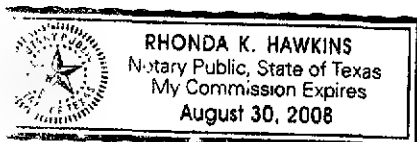
X Shirley Johnson  
Shirley Johnson, Individually and as  
Trustee of the Shirley Johnson Qualified  
Personal Residence Trust

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 16<sup>th</sup> day of August, 2008 by Paul A. Johnson, Individually and as Trustee of the Shirley Johnson Qualified Personal Residence Trust and Shirley Johnson, Individually and as Trustee of the Shirley Johnson Qualified Personal Residence Trust.

Signature Rhonda K Hawkins  
Printed Rhonda K Hawkins Notary Public

My commission expires: 08-30-08  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM PAUL A. JOHNSON AND SHIRLEY JOHNSON, INDIVIDUALLY AND AS TRUSTEE THE PAUL A. JOHNSON QUALIFIED PERSONAL RESIDENCE TRUST, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.6682 acres of land, more or less, and being described in ONE TRACT as follows:

Being 0.6682 acres of land, more or less, and being a part of Blk 5, Lot 1 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated December 3, 1998 and recorded at Instrument #D198288440 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-5-1.

Signed for Identification:

X Paul A. Johnson  
Paul A. Johnson, Individually and as  
Trustee of the Paul A. Johnson Qualified  
Personal Residence Trust

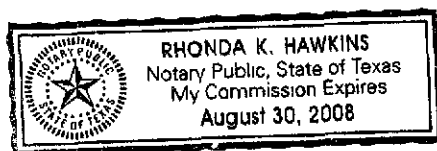
X Shirley Johnson  
Shirley Johnson, Individually and as  
Trustee of the Paul A. Johnson Qualified  
Personal Residence Trust

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 16<sup>th</sup> day of August, 2008 by Paul A. Johnson, Individually and as Trustee of the Paul A. Johnson Qualified Personal Residence Trust and Shirley Johnson, Individually and as Trustee of the Paul A. Johnson Qualified Personal Residence Trust.

Signature Rhonda K Hawkins  
Printed Rhonda K Hawkins Notary Public

My commission expires: 08-30-08  
Seal:



**SCHEDULE I**


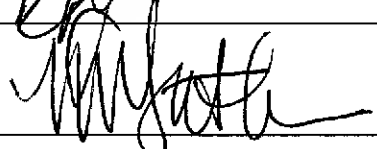
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM GLEN GATLIN, JR. AND MELISSA GATLIN, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3150 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.3150 acres of land, more or less, and being a part of Blk 19 Lot 7 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated March 23, 2006 and recorded at Instrument #D206091936 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-19-7.

Signed for Identification:

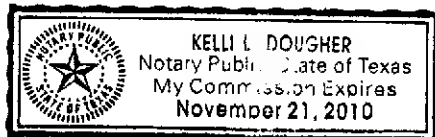
X  \_\_\_\_\_ Glen Gatlin, Jr.  
X  \_\_\_\_\_ Melissa Gatlin

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 7<sup>th</sup> day of August, 2008 by Glen Gatlin, Jr. and Melissa Gatlin.

Signature Kelli L. Dougher \_\_\_\_\_ Notary Public  
Printed Kelli L. Dougher \_\_\_\_\_

My commission expires: 11-21-10  
Seal:



**SCHEDULE I**

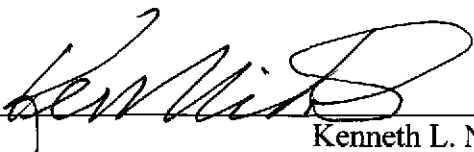
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM KENNETH L. NICHOLS AND WIFE, MARY K.  
NICHOLS, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

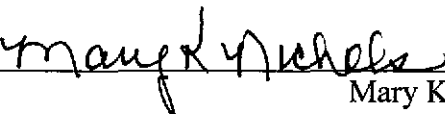
BEING 0.1900 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.1900 acres of land, more or less, and being a part of Blk 25 Lot 5 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated September 28, 2004 and recorded at Instrument  
#D204306177 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-25-5.

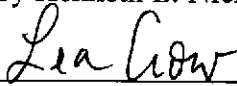
Signed for Identification:

x   
Kenneth L. Nichols

x   
Mary K. Nichols

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 7<sup>th</sup> day of  
August, 2008 by Kenneth L. Nichols and Mary K. Nichols.

Signature   
Printed Lea Crow Notary Public

My commission expires: 8/7/2011  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM HAROLD V. PRICE, JR. AND SUSAN MORGAN PRICE, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 1.1294 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 1.1294 acres of land, more or less, and being a part of Blk 18 Lot 9R of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated January 25, 2007 and recorded at Instrument #D207032139 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-18-9R.

Signed for Identification:

X *Harold V. Price*  
Harold V. Price, Jr.

X *Susan Morgan Price*  
Susan Morgan Price

STATE OF Texas }  
COUNTY OF Tarrant }



This instrument was acknowledged before me on the 7th day of August, 2008 by Harold V. Price, Jr. and Susan Morgan Price.

Signature *Michelle McLaughlin*  
Printed Michelle McLaughlin Notary Public

My commission expires: 2-15-2012  
Seal:



**SCHEDULE I**


ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM RICHARD T. ETHRIDGE AND WIFE, KRISTEN P. ETHRIDGE, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.2895 acres of land, more or less, and being described in ONE TRACT(S) as follows:

Being 0.2895 acres of land, more or less, and being a part of Blk 20 Lot 27 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated April 15, 2008 and recorded at Instrument #D204400265 of the Public Records of Tarrant County, Texas.

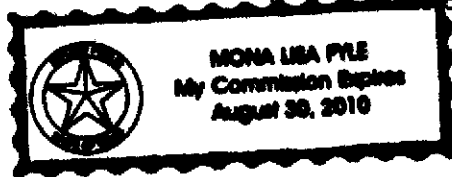
The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-20-27.

Signed for Identification:

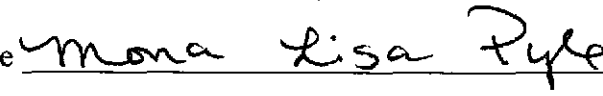
X  Richard T. Ethridge

X  Kristen P. Ethridge

STATE OF Texas }  
COUNTY OF Tarrant }



This instrument was acknowledged before me on the 5th day of August, 2008 by Richard T. Ethridge and Kristen P. Ethridge.

Signature  Notary Public  
Printed Mona Lisa Pyle

My commission expires:  
Seal:

**SCHEDULE I**

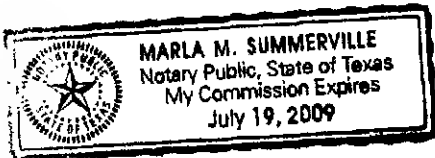
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM RICHARD L. ELBERT AND WIFE, ANNETTE M. ELBERT, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.8169 acres of land, more or less, and being described in ONE TRACT(S) as follows:

Being 0.8169 acres of land, more or less, and being a part of Blk 37 Lot 10 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated April 03, 2000 and recorded at Instrument #D200072948 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-37-10.

Signed for Identification:



X Richard L. Elbert  
Richard L. Elbert

X Annette M. Elbert  
Annette M. Elbert

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 5<sup>th</sup> day of August, 2008 by Richard L. Elbert and Annette M. Elbert.

Signature Marla M. Summerville  
Printed Marla M. Summerville Notary Public

My commission expires:  
Seal:

**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM DORIS J. NEWMAN TRUST, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.8743 acres of land, more or less, and being described in ONE TRACT(S) as follows:

Being 0.8743 acres of land, more or less, and being a part of Blk 6 Lot 8 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated May 14, 1996 and recorded at Instrument #D196096645 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-6-8.

Signed for Identification:

Lessor:

Doris J. Newman Trust

BY: X

Doris J. Newman Trust

Title:

Trustee

STATE OF Texas }

COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of July, 2008, by Drexal GAFFNEY as Notary, of Wells Fargo Bank, Branch Manager, on behalf of said Doris Newman.

Signature

Drexal GAFFNEY SR

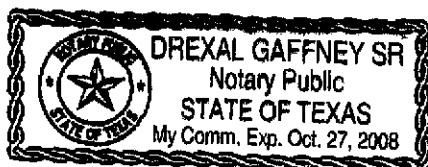
Notary Public

Printed

Drexal GAFFNEY SR

My commission expires: Exp OCT 27, 2008

Seal:





**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM LINH TRUNG LE, LINH CAM DIEP, HOANG-LE, TRINH TRUNG LE, AND THUY BICH TANG, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.5916 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.5916 acres of land, more or less, and being a part of Blk 34 Lot 2 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated July 08, 2002 and recorded at Instrument #D202204016 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-34-2.

Signed for Identification:

*[Signature]* by Linh Trung Le as POA  
\_\_\_\_\_  
Linh Trung Le  
*[Signature]* by Linh Trung Le as POA  
\_\_\_\_\_  
Linh Cam Diep  
*[Signature]* by Linh Trung Le as POA  
\_\_\_\_\_  
Hoang-Le  
*[Signature]* by Linh Trung Le as POA  
\_\_\_\_\_  
Trinh Trung Le  
*[Signature]* by Linh Trung Le as POA  
\_\_\_\_\_  
Thuy Bich Tang

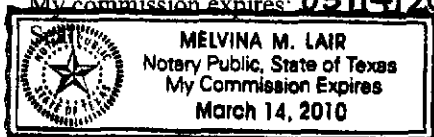
STATE OF Tarrant }  
COUNTY OF Texas }

This instrument was acknowledged before me on the 25<sup>th</sup> day of July, 2008 by Linh Trung Le, Linh Cam Diep, Hoang-Le, Trinh Trung Le, and Thuy Bich Tang.

*Linda Buckley and as  
attorney-in-fact for*

Signature Melvina M. Lair  
Printed Melvina M. Lair Notary Public

My commission expires 03/14/2010



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM RONALD G. STEWART AND FRANCES ANN STEWART, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3079 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.3079 acres of land, more or less, and being a part of Blk 20 Lot 15 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated December 28, 2007 and recorded at Instrument #D208009249 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-20-15.

Signed for Identification:

x Ronald G. Stewart  
Ronald G. Stewart

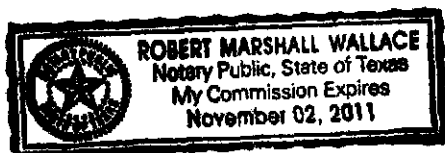
x Frances Ann Stewart  
Frances Ann Stewart

STATE OF Texas }  
COUNTY OF Tarrant }

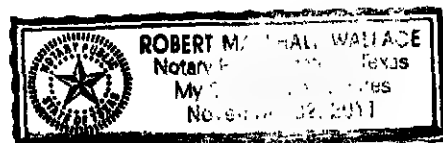
This instrument was acknowledged before me on the 31 day of May, 2008 by Ronald G. Stewart and Frances Ann Stewart.

Signature Robert Wallace  
Printed Robert Wallace Notary Public

My commission expires:  
Seal:



*Seal*



SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM F.Q. GRAYBEAL, JR. TRUST ESTATE, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 1.1609 acres of land, more or less, and being described in ONE TRACT as follows:

Being 1.1609 acres of land, more or less, being Lot 8, Block 10, of the Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Revised Plat thereof recorded in Cabinet A, Slide 423, Plat Records, Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-10-8.

Signed for Identification:

THE FROST NATIONAL BANK, as Co-Independent Executor of the Estate of Frederick Quincy Graybeal, Jr., Deceased; and as Co-Trustee of the F.Q. Graybeal, Jr. Trust Estate.

BY: \_\_\_\_\_

*Jack Nahoum Jr.*

JACK NAHOUM, JR.  
VICE PRESIDENT

TITLE: \_\_\_\_\_

*Everett A. Roberts*  
EVERETT A. ROBERTS, as Co-Independent Executor of the Estate of Frederick Quincy Graybeal, Jr., Deceased; and as Co-Trustee of the F.Q. Graybeal, Jr. Trust Estate.

STATE OF TEXAS }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on the 2 day of July, 2008, by JACK NAHOUM JR. of THE FROST NATIONAL BANK, as Co-Independent Executor of the Estate of Frederick Quincy Graybeal, Jr., Deceased; and as Co-Trustee of the F.Q. Graybeal, Jr. Trust Estate.

Signature \_\_\_\_\_

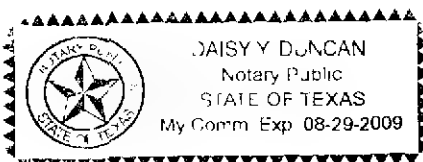
*Daisy Y. Duncan*

Notary Public

Printed \_\_\_\_\_

Daisy Y. Duncan

My commission expires:  
Seal:



STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 1<sup>st</sup> day of July, 2008, by  
EVERETT A. ROBERTS, as Co-Independent Executor of the Estate of Frederick Quincy  
Graybeal, Jr., Deceased; and as Co-Trustee of the F.Q. Graybeal, Jr. Trust Estate.

Signature

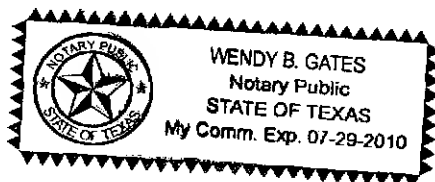
Wendy B. Gates

Notary Public

Printed

Wendy B. Gates

My commission expires:  
Seal:



SCHEDULE 1


ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM E. EARLE ELLIS, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3258 acres of land, more or less, and being described in ONE TRACT(S) as follows:

Being 0.3258 acres of land, more or less, and being a part of Blk 5 Lot 22 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated May 14, 1996 and recorded at Instrument #D196097714 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-5-22.

Signed for Identification:

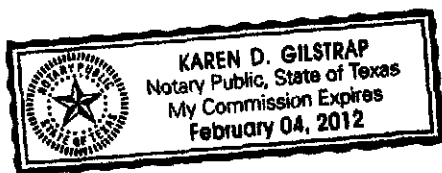
X   
E. Earle Ellis

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 23<sup>rd</sup> day of July, 2008 by E. Earle Ellis

Signature  Notary Public  
Printed Karen D. Gilstrap

My commission expires: February 4, 2012  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM ROBERT B. RINER, JR. AND WIFE, LAURA RINER,  
AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3993 acres of land, more or less, and being described as ONE TRACT as  
follows:

Being 0.3993 acres of land, more or less, being Lot 15, Block 30, Mira Vista Addition, an  
Addition to the City of Fort Worth, Tarrant County, Texas according to Map or Plat  
thereof recorded in Cabinet A, Slide 4460, of the Plat Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-30-15.

Signed for Identification:

X *Robert B. Riner, Jr.*  
Robert B. Riner, Jr.

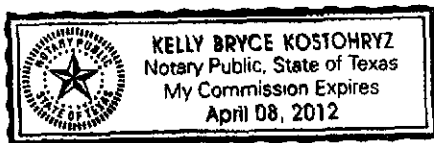
X *Laura Riner*  
Laura Riner

STATE OF *Texas* }  
COUNTY OF *Tarrant* }

This instrument was acknowledged before me on the *26th* day of  
*June*, 20 *08* by Robert B. Riner, Jr. and Laura Riner.

Signature *Kelly Bryce Kostohryz*  
Printed *Kelly Bryce Kostohryz* Notary Public

My commission expires:  
Seal:



## SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM JAY G. BECKWITH AND WIFE, ELIZABETH ZUBER BECKWITH, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.1880 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.1880 acres of land, more or less, and being a part of Blk 26 Lot 1 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated November 05, 2002 and recorded at Instrument #D202335614 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-26-1.

Signed for Identification:

X *Jay G. Beckwith*  
Jay G. Beckwith

X *Elizabeth Zuber Beckwith*  
Elizabeth Zuber Beckwith

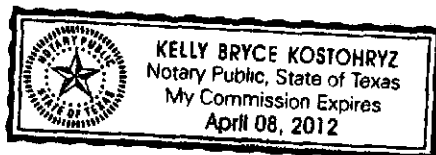
STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 26th day of May, 2008 by Jay G. Beckwith and Elizabeth Zuber Beckwith.

Signature *Kelly Bryce Kostohryz*  
Printed Kelly Kostohryz Notary Public

My commission expires:

Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM JENNIFER S. RYMELL, A SINGLE PERSON, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.1947 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.1947 acres of land, more or less, and being a part of Blk 27 Lot 1 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated September 17, 2007 and recorded at Instrument #D207359784 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-27-1.

Signed for Identification:

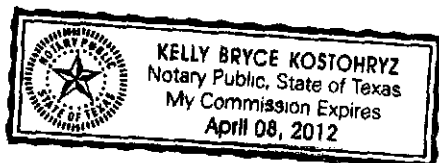
X J. Rymell  
Jennifer S. Rymell, a single person

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28th day of May, 2008 by Jennifer S. Rymell.

Signature Kelly Kostohryz Notary Public  
Printed Kelly Kostohryz

My commission expires:  
Seal:





**SCHEDULE I**

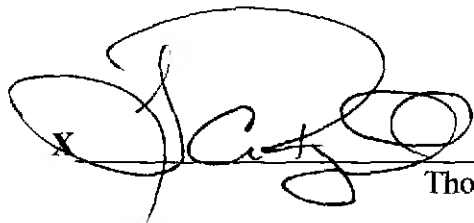
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM THOMAS A. RYMELL, DEALING IN THEIR SOLE AND SEPARATE PROPERTY, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.7360 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.7360 acres of land, more or less, and being a part of Blk 15 Lot 14R of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated January 01, 1996 and recorded at Instrument #D207353271 of the Public Records of Tarrant County, Texas.


The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-15-14R.

Signed for Identification:

 M.D.  
Thomas A. Rymell

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 26th day of May, 2008 by Thomas A. Rymell.

Signature   
Printed Kelly Kostohryz Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM DONNA D. GILL, A/K/A DONNA GILL AND LUKE J. GILL, WIFE AND HUSBAND, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.7981 acres, of land more or less, and being described in TWO TRACTS as follows:


Tract 1: Being 0.4050 acres of land, more or less, and being a part of Blk 23 Lot 8 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated June 04, 2002 and recorded at Instrument #D202168430 of the Public Records of Tarrant County, Texas.

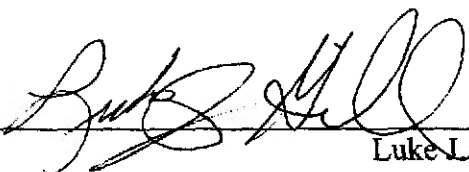
The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-23-8.

Tract 2: Being 0.3931 acres of land, more or less, and being a part of Blk 23 Lot 6 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated November 25, 1998 and recorded at Instrument #D198288084 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-23-6.

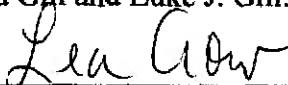
Signed for Identification:

X   
Donna D. Gill, a/k/a Donna Gill

X   
Luke J. Gill

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 25<sup>th</sup> day of July, 2008 by Donna D. Gill, a/k/a Donna Gill and Luke J. Gill.

Signature   
Printed Lea Crow Notary Public

My commission expires: 8/7/2011  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM DENNIS MEYER AND WIFE, LISA MEYER, AS  
LESSOR, TO XTO ENERGY INC., AS LESSEE.

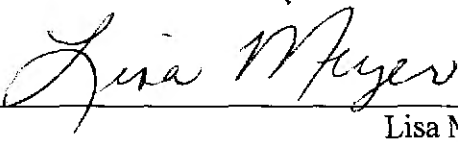
BEING 0.3348 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.3348 acres of land, more or less, and being a part of Blk 15 Lot 17 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated November 30, 1995 and recorded at Instrument  
#D195218827 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-15-17.

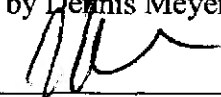
Signed for Identification:

X  Dennis Meyer

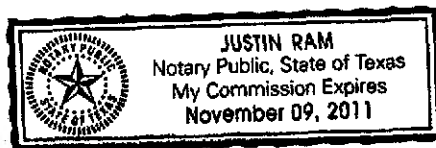
X  Lisa Meyer

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 3 day of  
June, 2008 by Dennis Meyer and Lisa Meyer.

Signature  Notary Public  
Printed Justin Ram

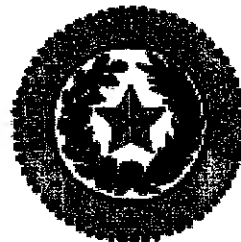
My commission expires:  
Seal:



CARLA PETROLEUM INC  
16990 DALLAS PKWY, STE 126

DALLAS TX 75248

Submitter: CARLA PETROLEUM



---

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 08/15/2008 01:48 PM  
Instrument #: D208321186  
LSE 60 PGS \$248.00

By: \_\_\_\_\_



**D208321186**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: DS